

# General conditions of sale



General conditions of sale

SAS MAGIES DES BOUGIES

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## ARTICLE 1: SCOPE OF APPLICATION AND ACCEPTANCE

These conditions of sale are concluded between, on the one hand, SA Magie des bougies, head office located at 12 rue des Faures 26760 Beaumont les Valence - FRANCE, registered in the trade and companies register of Romans sur Isère under number 979 442 746 hereinafter referred to as “SA Magie des bougies”, and on the other hand, any natural or legal person referred to hereinafter “Customer” wishing to make a purchase via the Magie des Bougies website <https://www.magiedesbougies.com/fr/> hereinafter referred to as “the Site”.

SAS Magie des bougies - SA with capital of €100

Registered with the Romans sur Isere RCS under number 979 442 746

Head office: 12 rue des Faures 26760 Beaumont les Valence

Siret number: 979 442 746

Intracommunity VAT number: FR 79 979 442 746

Naf code: 3299Z

*SAS magie des bougies 12 rue des Faures 26760 Beaumont les Valence  
siret 979442746 RCS Romans Sur Isère*

*Tel: 07 81 11 5099*

These conditions of sale aim to define the contractual relations between Magie des Bougies and the Customer and the conditions applicable to any purchase made through the merchant site [www.magiedesbougies.com](http://www.magiedesbougies.com), whether the Customer is a professional or an individual.

The acquisition of a good or service through this site implies unreserved acceptance by the Customer of these general conditions of sale. These conditions of sale will prevail over all other general or specific conditions not expressly approved by SAS Magie des bougies. SAS Magie des bougies reserves the right to modify its conditions of sale at any time. In this case, the applicable conditions will be those in force on the date of the order by the Customer.

## **ARTICLE 2: PRODUCTS AND SERVICES OFFERED**

You will find on the website [www.magiedesbougies.com](http://www.magiedesbougies.com) for each product, a Product Sheet containing all the characteristics of the product. You therefore have the opportunity to know, before final validation of your order, all the essential characteristics.

Photographs, graphics, texts: [www.magiedesbougies.com](http://www.magiedesbougies.com) demonstrates its desire to be as precise as possible and to respect the reality of the products as much as possible. If a description error appears on a product, we undertake to correct it as soon as possible.

The photos of the products are non-contractual. The prices, descriptions and colors of the products in our Internet store are given for information purposes only and may be modified depending on supplies of raw materials, economic conditions or the economic situation. The choice and purchase of products are the responsibility of the Customer. The inability to use the purchased product for whatever reason does not engage the responsibility of Magie des Bougies. The products offered by [www.magiedesbougies.com](http://www.magiedesbougies.com) comply with current French legislation. We cannot be held liable in the event of non-compliance with the legislation of the country where the products are delivered. It is up to the customer to check with local authorities the possibilities of importing or using the products or services that he plans to order.

## **ARTICLE 3: PRICE**

### 1 Price display

The prices displayed on the Site are indicated in euros (€) including all French taxes (VAT and all other applicable taxes). These prices do not include shipping and insurance costs. Prices may be modified at any time, unilaterally, without prior information, depending on supplies and economic conditions, and the pricing policy of the various suppliers. We invoice on the basis of the price in force, at the time of ordering: that seen online, at the time of validation of the order.

### 2 Sale outside mainland France

Any sale to a country other than mainland France puts the customer in the position of importer - who will ensure under his sole responsibility the entry of the products into the destination territory, will carry out all the necessary procedures, and will take care of its responsibility for all taxes, customs or import duties and more generally amounts to be paid relating thereto.

#### **ARTICLE 4: ORDERS**

Any order placed on the site [www.magiedesbougies.com](http://www.magiedesbougies.com) carries an obligation to pay. Orders are effective from the notice of receipt of payment for checks or bank transfers and from the date of validation of payment by banking establishments, for payments via secure bank cards. For reasons of limiting bank fraud, the Customer may be asked to provide documents justifying their identity and the veracity of the order. In this case, the orders will then be validated as soon as the supporting documents have been approved by Magie des Bougies services. The seller reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order. Any order constitutes acceptance of the prices and descriptions of the products available for sale. The Customer's acceptance, such as an electronic signature, is evidenced by acceptance during the order process (step 4 – shipping costs). This electronic signature constitutes a handwritten signature between the parties. The electronically validated order being a final order, it cannot be withdrawn. Magie des Bougies will communicate by email confirmation of the registered order.

#### **ARTICLE 5: LOYALTY PROGRAM**

When opening their account, the customer benefits from the site's loyalty program. The program allows you to accumulate loyalty points for each confirmed order. For each euro spent, one loyalty point is credited to the customer account. Each point corresponds to 0.05€. The points thus accumulated can be converted into a discount code, applicable from the next order, non-refundable, non-cumulative and usable in one go. A minimum purchase of €100.00 excluding tax - and excluding shipping costs - is required in order to use your discount voucher. Promotional products do not qualify for the loyalty program.

#### **ARTICLE 6: AVAILABILITY**

Any offer of sale is subject to availability of stocks. You find on each Sheet produces information on the availability of the product.

The product may have availability:

- In stock: available in stock. The product is sent to you immediately, upon validation of your payment methods.
- Manufacturing in progress: not available in stock but in progress on order from our suppliers. The delivery time for products ordered from our suppliers is 7 working days on average. The product is shipped to you immediately, upon receipt of our supplier order and validation of your payment methods.
- On order: available only on order. The product is not available in stock but you can order it. We will manufacture it and ship it to you as soon as possible, upon validation of your payment methods.

Item availability is updated as regularly as possible. However, despite our vigilance, if a product proves to be temporarily or permanently unavailable, we will keep you informed as soon as possible by e-mail of the lack of the ordered product, knowing that, if your order contains several items, we will arrive at available items. In the event of a permanent shortage of ordered products, we will reimburse you for the amount of the unavailable products or immediately create a credit note for the same amount. For products on order, our offers are valid subject to availability of waxes from our suppliers. We use all this information to provide you with maximum transparency. Any clause emanating from the buyer, not accepted in writing by the seller which is in opposition to these general conditions or particularities defined in the price offer will be considered void.

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## **ARTICLE 7: DELIVERY**

### **- 1 Shipping costs (valid for individuals)**

For all shipments within Metropolitan France, shipping costs are free for individuals for orders over €70.00 for a maximum weight of 9 kg. From 9 kg, the cost of Transport is calculated based on the weight of the order.

For shipments outside mainland France, shipping costs vary. They are calculated automatically based on the weight of your order, country of delivery and type transport options chosen. In the case of large packages, taxed on the weight/volume ratio by our service providers, we reserve the right to request a supplement corresponding to the difference of the price indicated when ordering.

Professional customers: contact us

### **- 2 Shipping time**

Any item available in stock is shipped on average within 24 to 48 hours. In all the others cases, shipping may vary between 3 and 30 days depending on the type of products ordered. THE Shipping times are given for information purposes only; if these exceed thirty days from the order, the sales contract may be terminated and the Customer reimbursed.

### **- 3 Delivery time**

The ordered product is delivered by Mondial Relay or by postal circuit or by a carrier independent, depending on the nature of the product ordered and at the exclusive initiative of Magie des Bougies, to the address on the order form.

SAS magic of candles 12 rue des Faures 26760 Beaumont les Valence Tel: 07 81 11 5099  
siret 979442746 RCS Romans Sur Isère

The announced delivery times are indicated when leaving our warehouse. The choice of delivery method depends on the weight of the items ordered. The delivery time of your package depends on the carrier used.

For shipments by Mondial Relay, the delivery address will be that of the Mondial Relay partner that you chose when ordering.

- Parcels weighing less than 5 kilos: Colissimo followed or Carrier: average time announced by the service provider: 48 working hours.
- Parcels weighing more than 5 kilos: Carrier: 48 to 72 working hours
- Deliveries by Mondial Relay (parcels weighing less than 5 kg): deadline announced by the service provider: 1 working week.

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These deadlines are given for information purposes only, our liability cannot be engaged in the event of delays in delivery.

#### - 4 Delivery area

The online sale of products and services presented on the site is offered to buyers who resident in Metropolitan France, Corsica, Monaco, DOM TOM, countries of the European Union and outside

EU, USA and Canada.

Deliveries in Corsica are made to a merchant in the Mondial Relay network, regardless of the weight of the goods.

#### - 5 Transportation

The risks linked to transport are borne by the seller, under the condition that the buyer has checked the goods upon receipt in the presence of the carrier and has notified in writing on the transport voucher, if necessary, the reservations observed, even in the event of free shipping of port. We pay very particular attention to the protection of our products. Unless agreed otherwise, the seller freely chooses the carrier. In the event that the package is too damaged, the buyer must refuse it. In the event of reservations being issued upon receipt, these must be of no longer declared by registered mail to the carrier within 48 hours

maximum and sent in copy within the same deadline to SAS Magie des Bougies:

MAGIC OF CANDLES 12 rue des Faures 26760 Beaumont les Valence FRANCE

Any damaged package must be kept at the disposal of the carrier for its collection and possible refund.

In the event of a package loss during transport, investigation times may vary depending on the carriers and take one to three weeks. If at the end of the investigation, the carrier declares having delivered to the customer, no reimbursement can be claimed by the latter. In the case otherwise - if the package is found to be lost and/or undelivered - it will be refunded to the customer or replaced depending on the desire for it.

#### - 6 Point withdrawal

As part of deliveries with 'Predict' appointment booking, in the event of the recipient's absence during

of the scheduled appointment, the package will be automatically delivered to a relay point close to the address indicated on the order form.

desired delivery, where it will remain available for 10 days. We thank you for kindly recover before the holding period expires.

For any order not collected from a relay point at the end of the deadline, and re-directed to Magie des

Candles, no refunds will be made, or, upon request, the order will be refunded after deduction of a flat rate of €10.00 for administration fees and outward transport costs and actual return of the package.

#### - 7 Parcel return following incomplete or insufficient address, or no response to a delivery notice

Any order whose address is insufficient, or awaiting instructions following a notice of passage left by the carrier, which will be returned to us by the carrier, Magie des Bougies will make a refund corresponding to the amount of the order, less costs

actual transport costs (round trip) plus a flat rate of €10.00 for preparation costs order and file.

#### - 8 Delivery abroad and outside mainland France

We happily deliver our candles to buyers who live abroad without exception.

Shipments are calculated automatically based on the weight of the order package, the country and the type of delivery and transport chosen.

Contact us if your country does not appear on any list:

- Swiss  
48/72 hour delivery to your home - Free shipping from €150 including tax up to 50kg.
  - (Zone 1): Germany, Belgium, Italy, Luxembourg, Netherlands  
48/72 hour delivery to your home - Free shipping from €80 including tax up to 100kg.  
Delivery to Relay Point - Free shipping from €80 including tax up to 20kg.
  - (Zone 2) Austria, Denmark, Spain, Greece, Hungary, Ireland, Poland, Portugal, Czech Republic, Romania & Slovenia  
48/96 hour delivery to your home - Free shipping from €150 including tax up to 26kg.
  - (Zone 3) Andorra, Estonia, Latvia, Lithuania, Malta, Slovakia & Sweden
  - (Zone 4) Albania, Algeria, Bulgaria, Croatia, Finland, Iceland, Norway, Tunisia, Türkiye & Ukraine  
Other countries & DOM-TOM
- 
- Guyana, Reunion and all the French Overseas Territories.
  - United States, Canada, India, Australia, Africa and Asia and all areas of the world.
- For zones 3 and 4, and other countries, delivery costs and times will be indicated when ordering, unless no order to your country has already been made. If necessary, contact us using the contact form or at +33 781 11 50 99 for more details.

## **ARTICLE 8: PAYMENTS**

Any order placed on the site [www.magiedesbougies.com](http://www.magiedesbougies.com) carries an obligation to payment. The price is payable in full and in a single payment at the time of ordering. All orders are payable in euros (€). For all payments made on the website, the seller reserves the right to ask the buyer to prove his identity and place of residence in order to accept the sale.

#### - 1 Payment by credit card

Payment can be made by credit card, bearing the symbol CB, VISA or MASTERCARD.

We guarantee you completely secure payment and data confidentiality. YOU benefit from the secure SSL protocol which ensures the confidentiality and security of data transmitted on the website. [www.magiedesbougies.com](http://www.magiedesbougies.com)

#### - 2 Payment by bank transfer

Payment can be made by bank transfer. To do this, the customer must indicate in the wording of the transfer the order number given automatically at the end of the process. The regulations must reach us within one calendar week, after this period, without payment of the from the customer, the order will be canceled automatically. Viewing the payment of the

order on our bank account gives rise to the triggering of the preparation of the order and its shipment. The transfer must be made to the bank details which will be registered on the site once this payment method has been chosen.

- 3 Reservation of title

In application of the law of May 12, 1980, the transfer of ownership of the goods delivered to the Customer will only take place after full payment of the principal and accessory price.

- 4 Late payment

Any payment after the fixed payment date could give rise to the invoicing of penalties without that prior notice from the buyer is necessary. The amount of these penalties would be less equivalent to that which would result from the application of a rate equal to 1.5 times the interest rate

legal in force on the day the penalties are applied, without this clause excluding damages and complementary interests. The customer can never, on the grounds of a complaint made by him, withhold all or part of the sums owed by him, nor make compensation. When the customer is in total or partial late payment of a due date, Magie des Bougies may for this reason alone and without the need for prior notice, immediately suspend deliveries, without the customer being able to claim damages from Magie des Bougies. In the event of litigation, Magie des Bougies is entitled to claim from the customer the reimbursement of costs of any kind related to the lawsuit.

## **ARTICLE 9: SATISFIED OR REFUNDED**

Withdrawal form.

Under the conditions provided for by law 2014-344 of March 17, 2014 of the Consumer Code and in the context of distance selling, the customer has a withdrawal period of 14 clear days from from the delivery of his order which will be reimbursed against return of the products delivered, with the exception of return costs. The customer must return the goods in their condition and

original packaging, within 14 clear days and under the following conditions:

- Any return must be the subject of a return request sent by email (with acknowledgment of reception) to the address: [magiquedesbougies.com@gmail.com](mailto:magiquedesbougies.com@gmail.com). Return costs are at responsibility of the customer. No returns will be accepted without the return number clearly indicated.

on the packaging of your package. Products returned to Magie des Bougies must be in their original packaging and condition.

- Any package sent to Magie des Bougies must be in a “tracked” type postal format (Colissimo followed, registered parcel, or Chronopost). In the event of a dispute, Magie des Bougies

will require from the Customer proof of deposit with the postal service.

- Once the package has been received by Magie des Bougies, our teams will judge whether it is in perfect condition.

the returned merchandise. Magie des bougies reserves the right to refuse the package, the refund or exchange, if the return conditions previously mentioned are not respected.

## **ARTICLE 10: REFUND**

In the event that Magie des Bougies makes a refund of products, this will be made at the choice of Magie des Bougies by credit to your bank account or by bank check addressed in the name of the customer who placed the order and to the billing address within 14 days following the reimbursement notification.

## **ARTICLE 11: RESPONSIBILITY**

Magie des Bougies, in the online sales process, is only bound by an obligation of means; it cannot be held liable for damage resulting from the use of the Internet network such as loss of data, intrusion, viruses, interruption of service, or other unintentional problems.

## **ARTICLE 12: INTELLECTUAL PROPERTY**

All elements of the Magie des Bougies site are and remain the intellectual and exclusive property of Magie des Bougies. No one is authorized to reproduce, exploit, redistribute, or use for any reason whatsoever, even partially, elements of the site, whether software, visual or sound, without prior agreement.

## **ARTICLE 13: PERSONAL DATA**

In accordance with the provisions of the Data Protection Act of January 6, 1978 (amended by the law of August 6, 2004 relating to the protection of individuals with regard to the processing of personal data), you have the right to access, rectification or opposition to the personal data collected about you. These rights can be exercised by contacting us via the form located on the page: <http://www.magiedesbougies.com/contact>

The information collected about you is intended for internal use.

Any registration on the site implies automatic registration for the Magie des Bougies Newsletter. The customer has the right to unsubscribe from the Newsletter at any time, via the unsubscribe link on each of our newsletters or via email: [contact@magiedesbougies.com](mailto:contact@magiedesbougies.com)

## **ARTICLE 14: ATTRIBUTION OF JURISDICTION CLAUSE**

All disputes relating to the formation, execution and termination of contractual obligations between the parties which cannot give rise to an amicable settlement, will be subject to the jurisdiction of the Commercial Court of ROMANS SUR ISERE in whose jurisdiction the the seller's headquarters, whatever the conditions of sale and the method of payment accepted, even in the event of a warranty claim or multiple defendants, the seller reserving the right to refer the matter to the territorially competent court to which the seller's headquarters falls. the buyer. This contract is governed by French law. In the event of a dispute, the French courts will have sole jurisdiction.